



# Agreement No. SEAFBD-2527-SnCoCN-00011

## SHORELANDS FLOODPLAINS BY DESIGN AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SNOHOMISH COUNTY CONSERVATION NATURAL RESOURCES DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Snohomish County Conservation Natural Resources Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

### GENERAL INFORMATION

Project Title:	Community Floodplain Solutions (CFS) – Phase 4 Implementation & Evaluation
Total Cost:	\$10,000,000.00
Total Eligible Cost:	\$10,000,000.00
Ecology Share:	\$10,000,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2029
Project Type:	Floodplains by Design

#### Project Short Description:

The RECIPIENT will complete Phase 4 of Community Floodplains Solutions (CFS), a collaborative effort to implement integrated floodplain management in the Snohomish County portion of the Snohomish Watershed. Phase 4 includes design and construction of flood reduction projects, evaluation of installed projects, acquisitions for future projects, and farmland conservation. This project will improve ecological function, reduce impacts from flooding, and protect and enhance farmland productivity.

#### Project Long Description:

The Sustainable Lands Strategy (SLS) was convened in 2010 by Snohomish County, Tulalip and Stillaguamish Tribes, state and federal agencies, and agricultural and environmental stakeholders to improve coordination and generate progress for fish, farm, and flood management interests. The key mission of SLS is to develop understanding, relationships, and strategies to create and achieve a shared vision and beneficial outcomes for the Snohomish watershed. Working with Lower Skykomish River landowners, Snohomish County Surface Water

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Management (SWM), and SLS, partners have developed the innovative program, CFS.

The RECIPIENT will provide staff capacity to support the coordination, communication, and outreach of partners as they work collaboratively on CFS projects. For the RECIPIENT's contracting purposes, the project partners are referred to as subawardees throughout this AGREEMENT. Subawardees include the Tulalip Tribes, Snohomish County, City of Everett, Snohomish Conservation District (SCD), Washington Farmland Trust (WFT), Adopt A Stream Foundation, Innov8 Agriculture Solutions Inc, and Ducks Unlimited.

Previous CFS Phases 1-3 were centered around creating the enabling conditions (through acquisitions/easements and feasibility/early designs) and advancing project designs and stakeholder engagement toward preferred alternatives and permits. The focus of Phase 4 is to continue implementing those projects, initiate various monitoring activities to support information needs related to completed projects, and continue working with the community and stakeholders to advance multi-benefit priorities within important river reaches. Phase 4 includes the following activities:

A. Project Development, Scoping, and Feasibility. This task supports the development of integrated floodplain management projects that support flood risk reduction, habitat restoration, and agricultural viability. Agriculture Resilience Design projects (AgRes) will continue outreach and engagement with landowners to advance Best Management Practices (BMPs) that enhance flood resilience, improve water quality and habitat conditions, and support agricultural viability.

B. Land Conservation. Acquisition and easements will permanently preserve land in the floodplain to reduce flood risk, conserve land for agriculture, and/or reserve the properties for future integrated project implementation.

C. Design and Construction Projects. The various locations for this task are listed below.

1. Getchell Ranch, High Bridge, Swans Trail Slough (Swans), Tualco Valley Restoration and Fish Passage (Tualco), Shinglebolt Slough (Shinglebolt) if applicable, and Thomas' Eddy (Thomas') if applicable, will advance to construction.
2. Ben Howard Road (Ben Howard) will advance to 60% design for road elevations, and Chinook Marsh will advance to final design and permitting.
3. The Al Borlin Side Channel project (Al Borlin) will advance from feasibility study to 30% design.
4. Water Line Relocation project (Water Line) will complete a route analysis report, Benefit Cost Analysis, and a Basis of Design Report.
5. South Slough will advance to final designs.
6. Knotweed Treatments and Riparian Planting will occur at numerous locations in the lower Skykomish.
7. Agriculture Technology Improvements (AgTech) will continue to implement technologies that increase agricultural efficiency and productivity.

D. Long Term Monitoring. This task is intended to support information needs for project phases including

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existing conditions or baseline (contributes to design phase), implementation outcomes (describes treated habitat) and quantities, and post-project evaluation (describes benefits). In addition to providing project-specific information, monitoring data informs integrated floodplain planning among the Snohomish Integration Team (IT) partners and guides the CFS project pipeline development.

Overall Goal:

These projects will support the priorities of the SLS by advancing the goals of CFS, which include integrated floodplain management with actions that support flood risk reduction, salmon recovery, and agricultural viability in the Snohomish County portion of the Snohomish Watershed.

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 Recipient Name: Snohomish County Conservation Natural Resources Department

**RECIPIENT INFORMATION**

Organization Name: Snohomish County Conservation Natural Resources Department

Federal Tax ID: 91-6001368  
 UEI Number: LG8NG8JNJD83

Mailing Address: 3000 Rockefeller Ave, M/S 303  
 Everett, WA 98201

Physical Address: 3000 Rockefeller Ave, M/S 303  
 Everett, Washington 98201

Organization Email: surfacewater@snoco.org  
 Organization Fax: (425) 388-6455

**Contacts**

<p><b>Project Manager</b></p>	<p>Jessica Hamill                  Project Specialist IV</p> <p>3000 Rockefeller Ave.                  Everett, Washington 98201                  Email: jessica.hamill@snoco.org                  Phone: (425) 388-3253</p>
<p><b>Billing Contact</b></p>	<p>Darcey Hughes                  Funding Coordinator</p> <p>3000 Rockefeller Ave., M/S 303                  Everett, Washington 98201                  Email: darcey.hughes@snoco.org                  Phone: (360) 581-5023</p>
<p><b>Authorized Signatory</b></p>	<p>Gregg Farris                  Surface Water Management Utility Director</p> <p>3000 Rockefeller Ave, M/S 303                  Everett, Washington 98201                  Email: gfarris@snoco.org                  Phone: (425) 388-3464</p>

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 Recipient Name: Snohomish County Conservation Natural Resources Department

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Shorelands  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Shorelands  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Lisa Nelson</p> <p>PO Box 330316                  Shoreline, Washington 98133-9716                  Email: LNEL461@ecy.wa.gov                  Phone: (425) 213-4843</p>
<p><b>Financial Manager</b></p>	<p>Layne Slone                  Financial Manager</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: lnak461@ecy.wa.gov                  Phone: (360) 867-8171</p>

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**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

Snohomish County Conservation Natural Resources  
Department

DocuSigned by:  
By: *Bridget Talebi* 2/25/2026  
B6D7690154A2462...

Signed by:  
By: *Gregg Farris* 2/20/2026  
E6E3DECB3775417

Joenne McGerr  
Shorelands  
Program Manager  
Date

Gregg Farris  
Surface Water Management Utility Director  
Date

Template Approved to Form by  
Attorney General's Office

State of Washington Department of Ecology

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Project Title: Community Floodplain Solutions (CFS) – Phase 4 Implementation &amp; Evaluation

Recipient Name: Snohomish County Conservation Natural Resources Department

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$453,000.00

Task Title: Grant Administration and Project Management

### Task Description:

The RECIPIENT will provide grant administration and project management in accordance with the grant program Funding Guidelines, Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book), Agreement Terms and Conditions, and laws and regulations.

A. Grant administration. The RECIPIENT's responsibilities to administer the grant include, but are not limited to: retaining and maintaining grant agreement and grant amendment records; submitting grant deliverables as specified in the scope of work tasks and the dates outlined in the Deliverable Due Dates form; submitting complete and timely quarterly and final Payment Requests/Progress Reports (PRPRs) and corresponding backup documentation; timely submittal of a complete Recipient Close Out Report (RCOR) at grant close out; timely responses to any and all other communications and requests from ECOLOGY for information about the grant.

B. Project management. The RECIPIENT's responsibilities to manage the project include, but are not limited to conducting, coordinating, and scheduling project activities; and assuring quality control. The RECIPIENT must make every reasonable effort to maintain effective communication with ECOLOGY as well as with all other affected local, state, federal, and tribal jurisdictions; and any interested individuals or groups. In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

### Task Goal Statement:

Properly managed grant agreement that meets the grant program Funding Guidelines, Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book), Agreement Terms and Conditions, and applicable laws and regulations.

### Task Expected Outcome:

Properly maintained grant and project documentation. Timely and complete responses to ECOLOGY communications and requests for information about the project.

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Recipient Name: Snohomish County Conservation Natural Resources Department

Recipient Task Coordinator: Jessica Hamill

**Grant Administration and Project Management**

**Deliverables**

Number	Description	Due Date
1.1	Payment Requests/ProgressReports (PRPR)	
1.2	Recipient Close Out Report(RCOR)	06/30/2029
1.3	Project Outcome SummaryReport	06/30/2029

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## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$946,767.00

Task Title: 2. Ag Resilience, Outreach and IT Support

### Task Description:

This task supports the development of Integrated Floodplain Management (IFM) projects that support flood risk reduction, habitat restoration, and agricultural viability in the Snohomish County portion of the Snohomish Watershed. The task will also increase IFM planning by supporting collaboration between floodplain management partners, Tribes and stakeholders within the Snohomish IT and advance public outreach for all grant tasks.

The RECIPIENT will support partners' work with private landowners on needs related to an ag resiliency Vulnerability Assessment, and provide technical assistance and BMP recommendations addressing environmental hazards from climate change.

The RECIPIENT will support partners who will work with landowners around climate-smart farming practices and engage on climate resilience practice implementation.

The RECIPIENT will support four years of Focus on Farming annual conferences which highlights all types of farming, provides educational opportunities on agricultural productivity and resilience for all types of farmers, and supports engagement with key floodplain stakeholders.

The RECIPIENT will:

- A. Snohomish IT. Develop a Capital and Programmatic Project List, meeting agendas and summaries.
- B. Communications and Outreach. Update webpage and CFS program presentations, communications products, and agendas and materials for one community event.
- C. Agricultural Resilience Program (AgRes).
  1. Create a summary of technical assistance efforts for at least 12 landowners, and SCD partners who will provide agricultural resilience technical assistance, resilience initiative cost-share support, planning, and the enrollment of producers in agriculture resilience Farm Bill programs with the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) and Farm Service Agency (FSA).
  2. Submit a summary of a minimum of two Resource Management System (RMS) plans, which may include a farm plan, a Carbon Plan, or a Farm Plan plus Carbon Plan, that support the CFS program by providing additional or new suites of BMPs that farmers or other land managers can implement to improve agricultural resilience to climate change impacts, mitigate climate change, improve agricultural viability (increase productivity, diversify farm production, improve nutrient and water management, etc.), improve water quality, and improve or enhance fish and wildlife habitat.
  3. Submit a memo summarizing potential Greenhouse Gas emissions reduced or carbon sequestered as identified in the Carbon Farm Plans, if Carbon Farm Plans are developed.

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4. Submit agenda and meeting materials for one community event to provide AgRes information.
  5. Submit signed landowner cost-share agreements, planting plans, drawings/maps, before and after photos.
  6. Submit meeting materials including agendas and/or notes for a minimum of 12 SLS Communications Group meetings.
  7. Submit landowner engagement materials and a summary for Agriculture Resilience Designs.
- D. Focus on Farming. Submit conference agenda, list of attendees, and Ecology conference approval forms after each annual conference.
- E. Light refreshments (not meals) for meetings, as defined by ECOLOGY’S Administrative Requirements for Recipients of Ecology Grants and Loans (2023 Yellow Book), may be eligible for reimbursement. Prior to each public meeting, the RECIPIENT must request and receive approval by ECOLOGY’S Project Manager using the Light Refreshment Form.

Task Goal Statement:

Support the continuation of coordinated communications with landowners/farmers and Tribes; IFM advocacy and program development; and collaborative development of communication products and integrated projects for the CFS program.

Task Expected Outcome:

New strategies for climate resilient agriculture and floodplain management that are coordinated across land users, with widely accessible information.

Recipient Task Coordinator: Jessica Hamill

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**2. Ag Resilience, Outreach and IT Support**

**Deliverables**

Number	Description	Due Date
2.1	Snohomish IT: Capital and Programmatic Project list. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.2	Snohomish IT: Meeting agendas and summaries. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.3	Communications and Outreach: Links to updated webpages and CFS program presentations. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.4	Communications and Outreach: Communications products for CFS program projects (i.e. fact sheets, interactive tools online, video-storytelling, market analysis for CFS, etc). Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.5	Communications and Outreach: Agendas and meeting materials from one community event. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.6	Agriculture Resilience Program: Summary of technical assistance efforts for at least 12 landowners. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.7	Agriculture Resilience Program: Carbon Farm Plans developed for up to 2 farms (list of farm plans with geographic information at the sub-basin scale). Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.8	Agriculture Resilience Program: Memo summarizing potential Memo of Greenhouse Gas (GHG) emissions reduced, or carbon sequestered as identified in developed Carbon Farm Plans. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.9	Agriculture Resilience Program: Meeting materials for one workshop on climate resiliency, soil health, and water quality BMPs (workshop agenda, workshop materials produced, and copies of any promotional materials produced). Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.10	Agriculture Resilience Program: Signed landowner cost-share agreements, planting plans, drawings/maps, before and after photos.	
2.11	Agriculture Resilience Program: Meeting materials including agendas and/or notes for between 12 and 36 SLS Communications Group meetings. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.12	Agriculture Resilience Program: landowner engagement materials and a summary for Agriculture Resilience Designs.	

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2.13	Agriculture Resilience Designs: At least one landowner field tour, neighborhood meeting, or other meeting. Meeting materials including agendas, meeting notes, and list of attendees. Upload copy to EAGL and notify ECOLOGY Project Manager via email.	
2.14	Agriculture Resilience Designs: Summary memo of landowner engagement, project list/opportunities, and landowner willingness. Upload copy to EAGL and notify ECOLOGY Project Manager via email.	
2.15	Focus on Farming: Conference agenda, list of attendees and Ecology conference approval forms after each annual conference. Upload in EAGL and notify ECOLOGY Project Manager via email.	
2.16	Light Refreshments Meeting Request Form for each meeting held under this agreement, if applicable. Upload to EAGL and notify ECOLOGY Project Manager via email prior to the meeting.	

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**SCOPE OF WORK**Task Number: 3 **Task Cost:** \$1,950,000.00

Task Title: 3. Land Conservation

Task Description:

This task permanently preserves land for habitat and/or flood improvement projects and agriculture preservation through property acquisition and easements (conservation, channel migration, flood, etc.) in strategic locations in the Snohomish and Skykomish floodplains. Work under this task will be guided by the Lower Skykomish Floodplain Land Strategy completed in 2021 and the Channel Migration Easement white paper, both funded by an FbD 19-21 grant.

The RECIPIENT will:

A. Conserve farmland for agricultural viability and floodplain properties for existing and future multi-benefit opportunities, and submit a full Acquisition Report for each fee-simple acquisition or easement purchased.

† When the estimated property value does not exceed \$25,000, and the acquisition is not complex, the RECIPIENT may be exempt from meeting appraisal and review appraisal standards. Such exemptions must be requested in writing and approved by the ECOLOGY Project Manager before closing the property. The RECIPIENT must follow the appraisal waiver standards in 49 C.F.R. § 24.102.

1. Escrow Process (if applicable): If the RECIPIENT requires funds to acquire a property prior to closing, the RECIPIENT can request an exception to ECOLOGY's reimbursement policy by going through the escrow process.

This process allows ECOLOGY to pay a RECIPIENT's grant funds in advance for the property or easement acquisition through the title / escrow company. Allow sufficient time for ECOLOGY and the Office of the State Treasurer to process documentation a minimum of three weeks prior to closing.

2. Prior to fee-simple acquisition, the RECIPIENT will complete the cultural resources review in accordance with Section 106 and Governor's Executive Order 21-02 requirements, as applicable. Due to confidentiality, email surveys to the ECOLOGY Project Manager and do not upload in EAGL.

3. Submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, as applicable, for fee-simple acquisitions. The RECIPIENT will ensure that all contractors have a copy of the completed IDP prior to and while working on-site in each project area.

4. For fee-simple acquisitions, the RECIPIENT will relocate residential or business tenants in accordance with the Uniform Relocation Act (URA) as federal and state laws require Ecology to comply with the URA and Real Property Acquisition Policies Act of 1970.

5. Upon completion of fee-simple acquisitions and easements, the RECIPIENT will submit GIS-compatible project area data in an ECOLOGY-approved format to ECOLOGY and upload it to EAGL.

6. Submit bid documents and signed contracts for demolitions, home relocations or elevations. Contracted services will be secured in accordance with State of Washington procurement procedures and within the scope of work of this agreement.

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7. Submit all required local, state, or federal permits.
8. Submit annotated digital photographs showing conditions before, during, and after demolition.
9. Submit contract with WFT to prioritize easement acquisitions that pursue integrated floodplain benefit opportunities that protect productive, high-quality farmland, and where continued agricultural use is complementary to other natural resource protection goals.

Task Goal Statement:

Permanently protect floodplain land to achieve at least one of the following: 1) reduced flood risk; (2) enabling future restoration of natural river processes; and/or (3) help keep current ag lands as working farmland.

Task Expected Outcome:

Expected outcomes include: Up to 300 total acres of farmland acquired (directly or by easement) and preserved for agricultural use; and up to 100 acres of priority floodplain acquired and protected in perpetuity for floodplain connectivity, agricultural viability, and natural process function.

Recipient Task Coordinator: Jessica Hamill

State of Washington Department of Ecology

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Recipient Name: Snohomish County Conservation Natural Resources Department

**3. Land Conservation**

**Deliverables**

Number	Description	Due Date
3.1	Complete Acquisition Report for each property and/or easement purchased. Upload to EAGL and notify ECOLOGY Project Manager via email.	
3.2	Cultural Resource Review documents, as applicable, including Inadvertent Discovery Plan and when required, a survey, for each property purchased. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager via email.	
3.3	Upload copy of signed contracts with relocation agencies and submit reimbursements to ECOLOGY as applicable.	
3.4	Project area GIS shapefiles showing the location of acquisitions and easements. Save the shapefiles in a .zip file and upload to EAGL. Notify ECOLOGY Project Manager via email.	
3.5	Copy of bid documents and signed contracts for demolitions, elevations, or relocations to be included with the first invoice seeking reimbursement on relevant work. Upload to EAGL and notify ECOLOGY Project Manager via email.	
3.6	Copy of all required local, state, and federal permits for demolitions, elevations, or relocations, as applicable. Upload documentation to EAGL prior to implementation and notify ECOLOGY Project Manager via email.	
3.7	Annotated digital photographs showing conditions before, during, and after demolitions, elevations, or relocations. Upload to EAGL and notify ECOLOGY Project Manager via email.	
3.8	Copy of signed subcontracts with WFT. Upload to EAGL and notify ECOLOGY Project Manager via email.	

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Recipient Name: Snohomish County Conservation Natural Resources Department

**SCOPE OF WORK**Task Number: 4 **Task Cost: \$6,400,233.00**

Task Title: 4. Design and Construction Projects

Task Description:

This task includes project design and/or construction at multiple sites in the Lower Skykomish River and mainstem Snohomish River and Estuary for the purpose of floodplain protection and/or restoration, as well as activities to control noxious weeds and plant native vegetation in riparian areas.

The RECIPIENT will:

A. Complete construction of Tualco Valley, Tualco Valley Fish Passage, Swan's Trail Slough, High Bridge, and Getchell Ranch. As funding allows, complete construction of Shinglebolt Slough and/or Thomas' Eddy. For these "Construction Projects", the RECIPIENT will also:

1. Complete the cultural resources review, as applicable, in accordance with Section 106 and Governor's Executive Order 21-02 requirements. Due to confidentiality, email surveys to the ECOLOGY Project Manager and do not upload in EAGL.
2. Submit an Inadvertent Discovery Plan (IDP), as applicable, to ECOLOGY. The RECIPIENT will ensure that all contractors have a copy of the completed IDP prior to and while working on-site in each project area.
3. Hire contractors to complete construction. Services will be secured in accordance with the state of Washington procurement procedures.
4. Submit permits, final designs, and as-built plans, as applicable. The final designs and as-built plans must be signed and sealed by Washington State-licensed engineer.
5. Upon completion of construction, submit annotated before and after photos; and GIS-compatible project area data in an ECOLOGY-approved format.
6. Complete planting plans; a Monitoring, Maintenance, and Adaptive Management Plan; and before and after photos of the plantings for each Construction Project.

B. Submit designs, permits, and/or studies, as applicable to individual project phases, for Chinook Marsh, South Slough, Ben Howard Road Elevation, and Al Borlin Side Channel; and a route analysis report and Basis of Design Report for the Water Line Relocation. The final designs must be signed and sealed by a Washington State-licensed engineer.

C. Submit summaries and agendas for the Agriculture Technology Improvements conferences (based on the outcomes from work completed in Task 2). The Agriculture Technology Improvements conference and Ag Tech program helps farmers with planning and implementing new best management practices technology.

D. Conduct knotweed control and riparian reforestation in the Lower Skykomish. Submit photos and GIS files in an ECOLOGY-approved format, as applicable.

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Task Goal Statement:

Reduce flood risk to people and infrastructure and restore habitat for ESA-listed salmon; advance capital actions aimed at improving emergency, school bus, business, and residential access during flood events; and, improve drainage infrastructure, local food security and flood resilience on agriculture lands.

Task Expected Outcome:

Expected outcomes include: Improved agricultural viability and reduced flood damage on up to 50 acres through drainage infrastructure and flood protection improvements; invasive plant control and native riparian reforestation (up to 15 acres or 0.2 river miles), through implementation of Riparian Forest Health Strategy and site-specific reforestation plan; replacement of an existing tide gate and one to two culverts on Ebey Island with a single tide gate and managed drainage systems; and enhance farm viability on 50 to 400 acres through technology installation and expanded local knowledge of on-farm technologies that can reduce inputs necessary for healthy crops, reduce potential nutrient runoff, and produce data that can inform farm management.

Recipient Task Coordinator: Jessica Hamill

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Recipient Name:

Snohomish County Conservation Natural Resources Department

**4. Design and Construction Projects**

**Deliverables**

Number	Description	Due Date
4.1	Construction Projects: Cultural Resource Review documents, including Inadvertent Discovery Plan and survey (when required). Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager via email.	
4.2	Construction Projects: Copy of bid documents and signed contracts. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.3	Construction Projects: Copy of all required local, state, or federal permits. Upload documentation to EAGL prior to implementation of Construction Projects and notify ECOLOGY Project Manager via email.	
4.4	Construction Projects: Final designs, signed and sealed by Washington State-licensed engineer. Upload copy in EAGL and notify ECOLOGY Project Manager via email.	
4.5	Construction Projects: As-built drawings. Upload copy in EAGL and notify ECOLOGY Project Manager via email.	
4.6	Construction Projects: Annotated before and after photos of the construction phase. Upload in EAGL and notify ECOLOGY Project Manager via email.	
4.7	Construction Projects: Planting plan, including species and quantity for plantings at each site. Upload in EAGL and notify ECOLOGY Project Manager via email.	
4.8	Construction Projects: Monitoring, Maintenance, and Adaptive Management Plan. Upload copy to EAGL and notify ECOLOGY Project Manager via email.	
4.9	Construction Projects: Annotated before and after photos of the planting phase. Upload in EAGL and notify ECOLOGY Project Manager via email.	
4.10	Construction Projects: GIS shapefile(s) in an ECOLOGY-approved format of completed construction and planting at project locations. Upload in EAGL and notify ECOLOGY Project Manager via email.	
4.11	Swans Trail Slough: Modified phased construction plan and funding plan for Swans Trail Slough. Upload in EAGL and notify ECOLOGY Project Manager via email.	
4.12	Chinook Marsh: Final designs, signed and sealed by Washington State-licensed engineer, and permit applications.	

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Project Title: Community Floodplain Solutions (CFS) – Phase 4 Implementation & Evaluation

Recipient Name: Snohomish County Conservation Natural Resources Department

4.13	Water Line Relocation: Water transmission line route analysis report, Benefit Cost Analysis, and Basis of Design Report. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.14	South Slough: Final designs, signed and sealed by Washington State-licensed engineer, and permit applications. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.15	Ben Howard Road Elevation: Concept Design Report (30% design) Feasibility Study and Alternative Analysis. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.16	Ben Howard Road Elevation: 60% design study including identification of needed Right of Way and potential for rise in the floodway. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.17	Agriculture Technology Improvements: Summary of agriculture technology and benefits. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.18	Agriculture Technology Improvements: Summary of producer training on new technologies and use of data. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.19	Agriculture Technology Improvements: Education conference agenda and summary of application. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.20	Agriculture Technology Improvements: Submit EAGL Equipment Purchase Report for assets purchased valued at \$5,000 or more per functional unit.	
4.21	Al Borlin Side Channel: Preliminary side channel designs. Upload to EAGL and notify ECOLOGY Project Manager via email.	
4.22	Knotweed Control and Riparian Reforestation: Contract documents, as applicable. Upload copy to EAGL and notify ECOLOGY Project Manager via email.	
4.23	Knotweed Control and Riparian Reforestation: Final riparian planting plans with maintenance plan. Upload copy to EAGL and notify ECOLOGY Project Manager via email.	
4.24	Knotweed Control and Riparian Reforestation: Executed landowner agreements, as applicable. Upload copy to EAGL and notify ECOLOGY Project Manager via email.	
4.25	Knotweed Control and Riparian Reforestation: Annotated digital photographs showing conditions before, during, and after knotweed control and riparian planting. Upload copy to EAGL and notify ECOLOGY Project Manager via email.	
4.26	Knotweed Control and Riparian Reforestation: GIS shapefiles and map showing project location(s). Upload copy to EAGL and notify ECOLOGY Project Manager via email.	

State of Washington Department of Ecology

Agreement No: SEAFBD-2527-SnCoCN-00011

Project Title: Community Floodplain Solutions (CFS) – Phase 4 Implementation & Evaluation

Recipient Name: Snohomish County Conservation Natural Resources Department

**SCOPE OF WORK**

Task Number: 5 **Task Cost:** \$250,000.00

Task Title: 5. Data Collection and Monitoring

Task Description:

The RECIPIENT will conduct monitoring of selected FbD project areas to collect information necessary for informing integrated floodplain planning among the Snohomish IT partners, and guiding the CFS project pipeline development.

Project locations prioritized for monitoring efforts include, but are not limited to, Chinook Marsh, South Slough, and as funding allows, Thomas’ Eddy and/or Shinglebolt Slough.

The RECIPIENT will:

A. Use an existing QAPP for methods and details relevant to this project; and will also generate a QAPP addendum for updated information on locations or an additional QAPP for methods and other project-specific details not covered in the existing one.

To meet requirements in section 12. Environmental Data Standards of the Agreement General Terms and Conditions for a Quality Assurance Project Plan (QAPP), the RECIPIENT will:

1. Provide ECOLOGY a QAPP addendum or additional QAPP for review.
2. Revise the QAPP addendum or additional QAPP to reflect ECOLOGY’s comments.
3. Finalize QAPP addendum or additional QAPP for ECOLOGY approval.

B. Submit a Data Collections Report annually in years 2026, 2027, and 2028.

C. Submit site maps with treatments, area of interest, and monitoring sites by monitoring type/effort (poster style, for stand-alone outreach/presentation).

D. Submit a final report and presentation which will describe results of the studies.

Task Goal Statement:

Address the long-term monitoring goal (10-20 years) to collect and distribute information that describes project outcomes and future function of site relevant to project objectives and treatments. In the long-term, this information will contribute to describing progress toward floodplain management goals and salmon recovery targets (implementation and conditions).

Task Expected Outcome:

Expected outcomes include three years of data collection, a package of site maps, monitoring efforts and a presentation for outreach, and one final report.

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Recipient Name: Snohomish County Conservation Natural Resources Department

Recipient Task Coordinator: Jessica Hamill

**5. Data Collection and Monitoring**

**Deliverables**

Number	Description	Due Date
5.1	An ECOLOGY-approved addendum to current QAPP with updated information on locations, or an additional QAPP for methods and other project-specific details not covered in the existing one. Upload to EAGL and notify ECOLOGY Project Manager via email.	
5.2	Annual Data Collection Reports for years 2026, 2027, and 2028. Upload to EAGL and notify ECOLOGY Project Manager via email.	
5.3	Site map for each project area where monitoring is planned/occurs, showing area of interest, treatment area(s), monitoring sites by monitoring type/effort (poster style, for stand-alone outreach/presentation). Upload to EAGL and notify ECOLOGY Project Manager via email.	
5.4	Final Report, to include description of habitat characteristics and net change in beneficial habitat with project goals (before-and-after implementation), and description of results relative to salmon recovery targets. Upload to EAGL and notify ECOLOGY Project Manager via email.	
5.5	Final Presentation (PowerPoint, storymap, or similar) suitable for communicating results, benefits, and recommendations to technical and non-technical audiences. Upload to EAGL and notify ECOLOGY Project Manager via email.	

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**BUDGET**

**Funding Distribution EG260555**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Floodplains by Design 2025-27

Funding Type: Grant

Funding Effective Date: 07/01/2025

Funding Expiration Date: 06/30/2029

Funding Source:

Title: State Building Construction Account (SBCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: State Building Construction Account (SBCA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

<b>Floodplains by Design 2025-27</b>	<b>Task Total</b>
1. Grant Administration and Project Management	\$ 453,000.00
2. Ag Resilience, Outreach and IT Support	\$ 946,767.00
3. Land Conservation	\$ 1,950,000.00
4. Design and Construction Projects	\$ 6,400,233.00
5. Data Collection and Monitoring	\$ 250,000.00

**Total: \$ 10,000,000.00**

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Project Title: Community Floodplain Solutions (CFS) – Phase 4 Implementation & Evaluation

Recipient Name: Snohomish County Conservation Natural Resources Department

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Floodplains by Design 2025-27	0.00 %	\$ 0.00	\$ 10,000,000.00	\$ 10,000,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 10,000,000.00</b>	<b>\$ 10,000,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

Floodplains by Design, Flood Proviso, and Flood Control Assistance Account Program - Special Terms and Conditions

1. The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverables Due Date EAGL form. The RECIPIENT will keep track of these dates and will note any date changes on the quarterly progress reports. The Deliverables Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the Agreement.)
2. Local Decision: This grant is made in response to a request for financial assistance from the RECIPIENT to undertake flood damage prevention projects. The choice of floodplain management activities addressed by this grant is a local decision made solely by the RECIPIENT. The RECIPIENT is not acting as an agent of the state of Washington.
3. Lawsuits: ECOLOGY shall not be responsible for any non-contractual damage or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.
4. Indemnification, Hold Harmless and Duty to Defend
  - a. ECOLOGY shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the scope of work.
  - b. This paragraph applies to negligence based claims only. All other claims are governed by paragraph 4 of this section (item 3.d). To the extent the constitution and laws of the state of Washington permit, RECIPIENT shall indemnify, defend and hold harmless the state, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the state of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; provided, however, that this provision is not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.12.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.
  - c. The RECIPIENT will not be required to indemnify, defend, or save harmless the state, its agencies, officers or

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employees as provided in the preceding paragraph of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the state. Where such claims, suits, or actions result from the concurrent negligence of (a) the state, or the state's agents or employees and (b) the RECIPIENT or the RECIPIENT's agents or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of its agents and employees.

d. To the extent that the constitution and laws of the state of Washington permit, RECIPIENT shall indemnify and hold harmless the state of Washington, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired, maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the state of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; provided, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by Recipient of any immunities conferred upon the Recipient by RCW 86.12.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.

5. Any development activity funded by this grant which occurs in the Federal Emergency Management Agency (FEMA)-mapped regulatory floodplain, also known as the Special Flood Hazard Area (SFHA), may trigger the need for a floodplain development permit from the local agency with floodplain management jurisdiction. "Development" is defined at 44 CFR 59.1 as " ... any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials." Further, any activity funded by this grant may change the base flood elevations from physical changes affecting the floodplain. Communities are required by 44 CFR 65.3 to submit new data to FEMA in the event their actions affect the base flood elevation and the regulatory map (the SFHA).

6. ECOLOGY waives property acquisition report appraisal requirements for properties valued at \$25,000 or less. When the estimated property value does not exceed \$25,000, and the acquisition is not complex, the RECIPIENT may be exempt from meeting appraisal and review appraisal standards. Such exemptions must be requested in writing and approved by the ECOLOGY Project Manager before the closing on the property. The RECIPIENT must follow the appraisal waiver standards in 44 C.F.R. § 24.102.

7. Some RECIPIENTS are required to provide grant match. Match is made up of three different types of contributions: cash expenditures, in kind other, and in kind interlocal. Cash match expenditures are eligible costs paid by the RECIPIENT and are not reimbursed by ECOLOGY. In kind contributions are property or services that benefit a project and are contributed to the RECIPIENT by a third party without direct monetary compensation. In kind other is a type of contribution where the third party making the contribution is not a government entity. In kind interlocal is a type of contribution where both the grant RECIPIENT and the third party making the contribution are both government entities and have a signed Inter-local agreement between them.

8. RECIPIENTS are required to submit a copy of the original invoice in the Payment Request backup documentation if an invoice number is referenced on a primary or subcontractor invoice.

9. To be eligible for reimbursement, RECIPIENTS must provide documentation of how an expenditure is directly related to the project. ECOLOGY will not reimburse any expenditure that is already included in the indirect rate. At ECOLOGY's sole discretion, ECOLOGY may approve reimbursement for the percentage of an expenditure that is directly related to the project.

FLOODPLAINS BY DESIGN, FLOOD PROVISIO, AND FLOOD CONTROL ASSISTANCE ACCOUNT  
PROGRAM GRANT PROGRAMS SPECIAL TERMS AND CONDITIONS LAST UPDATED DECEMBER 2023.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this**

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**agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING**

**REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique

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Entity Identifier in [www.sam.gov](http://www.sam.gov) <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>>.

### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

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**GENERAL TERMS AND CONDITIONS****Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

## GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

## 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

## 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

## 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

## 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

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review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

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reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions